

# EXHIBIT B

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8 **UNITED STATES DISTRICT COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

10 CORY SPENCER, an individual;  
11 DIANA MILENA REED, an  
12 individual; and COASTAL  
13 PROTECTION RANGERS, INC., a  
14 California non-profit public benefit  
corporation,

15 Plaintiffs,

16 v.

17 LUNADA BAY BOYS; THE  
18 INDIVIDUAL MEMBERS OF THE  
19 LUNADA BAY BOYS, including but  
20 not limited to SANG LEE, BRANT  
21 BLAKEMAN, ALAN JOHNSTON  
22 AKA JALIAN JOHNSTON,  
23 MICHAEL RAE PAPAYANS,  
24 ANGELO FERRARA, FRANK  
25 FERRARA, CHARLIE FERRARA,  
26 and N. F.; CITY OF PALOS  
VERDES ESTATES; CHIEF OF  
POLICE JEFF KEPLEY, in his  
representative capacity; and DOES  
1-10,

27 Defendants.  
28

CASE NO. 2:16-cv-02129-SJO (RAOx)

**[PROPOSED] STIPULATED  
PROTECTIVE ORDER**

Hon. Rozella A. Oliver

Complaint Filed: March 29, 2016  
Trial Date: November 7, 2017

1 1. A. PURPOSE AND LIMITATIONS.

2 On January 25, 2017, the Court granted-in part and denied in part  
3 Plaintiff Cory Spencer's Motion to Compel Production of Documents.  
4 Document Request Nos. 12, 13, 39, and 40 were at issue. Document  
5 Request 12 seeks "[a]ny and all photos of Lunda Bay." Document Request  
6 13 seeks "[a]ny and all videos of Lunada Bay." Document Request 39 seeks  
7 "[a]ny and all photos of people surfing Lunda Bay." Document Request 40  
8 seeks "[a]ny and all videos of people surfing Lunada Bay."

9 The order provides:

10 Defendant is ordered to produce all responsive  
11 documents from December 2013 to the present with  
12 respect to these four requests pursuant to the  
13 following procedure.<sup>3</sup> By **February 3, 2017**, the  
14 parties are ordered to meet and confer regarding: (1)  
15 selection of a third-party forensic examiner or expert;  
16 (2) a review protocol that includes the procedure that  
the third-party forensic expert will follow in  
conducting its work, the procedure and timeline for  
Defendant to review the videos for responsiveness  
and privilege, and the procedure and timeline for  
responsive videos to be produced to Plaintiffs; and  
(3) a protective order.

17 (Dkt. No. 212.) Footnote 3 of the Order provides: "[p]laintiffs have agreed to  
18 limit the geographic scope of these requests, as stated in Plaintiffs'  
counsel's December 13, 2016 email. (See Joint Stip. at 23, Ex. 1-o.)

19 B. GOOD CAUSE STATEMENT.

20 The photographs and videos may contain information implicating  
21 privacy rights of third parties or information otherwise protected from  
22 disclosure under state or federal statutes, court rules, case decisions, or  
23 common law. The photographs and videos may also be intellectual property  
24 of Mr. Blakeman and afforded protections under state and federal intellectual  
25 property laws. Accordingly, to expedite the flow of information, to facilitate  
26 the prompt resolution of disputes over confidentiality of discovery materials,  
27 to adequately protect information the parties are entitled to keep confidential,  
28 to ensure that the parties are permitted reasonable necessary uses of such

1 material in preparation for and in the conduct of trial, to address their  
2 handling at the end of the litigation, and serve the ends of justice, a  
3 protective order for such information is justified in this matter. It is the intent  
4 of the parties that information will not be designated as confidential for  
5 tactical reasons and that nothing be so designated without a good faith belief  
6 that it has been maintained in a confidential, non-public manner, and there is  
7 good cause why it should not be part of the public record of this case.

8 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER  
9 SEAL.

10 The parties further acknowledge, as set forth in Section 12.3, below,  
11 that this Stipulated Protective Order does not entitle them to file confidential  
12 information under seal; Local Civil Rule 79-5 sets forth the procedures that  
13 must be followed and the standards that will be applied when a party seeks  
14 permission from the court to file material under seal.

15 There is a strong presumption that the public has a right of access to  
16 judicial proceedings and records in civil cases. In connection with non-  
17 dispositive motions, good cause must be shown to support a filing under  
18 seal. *See Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1176  
19 (9th Cir. 2006), *Phillips v. Gen. Motors Corp.*, 307 F.3d 1206, 1210-11 (9th  
20 Cir. 2002), *Makar-Welbon v. Sony Electronics, Inc.*, 187 F.R.D. 576, 577 (E.D.  
21 Wis. 1999) (even stipulated protective orders require good cause showing),  
22 and a specific showing of good cause or compelling reasons with proper  
23 evidentiary support and legal justification, must be made with respect to  
24 Protected Material that a party seeks to file under seal. The parties' mere  
25 designation of Disclosure or Discovery Material as CONFIDENTIAL does  
26 not—without the submission of competent evidence by declaration,  
27 establishing that the material sought to be filed under seal qualifies as  
28 confidential, privileged, or otherwise protectable—constitute good cause.

Further, if a party requests sealing related to a dispositive motion or trial, then compelling reasons, not only good cause, for the sealing must be shown, and the relief sought shall be narrowly tailored to serve the specific interest to be protected. *See Pintos v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-79 (9th Cir. 2010). For each item or type of information, document, or thing sought to be filed or introduced under seal in connection with a dispositive motion or trial, the party seeking protection must articulate compelling reasons, supported by specific facts and legal justification, for the requested sealing order. Again, competent evidence supporting the application to file documents under seal must be provided by declaration.

## 2. DEFINITIONS.

2.1 Action: *Cory Spencer, et al. vs. Lunada Bay Boys, et al.*, Case No. 2:16-cv-02129-SJO (RAOx).

2.2 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.3 "CONFIDENTIAL" Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

2.5 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as "CONFIDENTIAL."

2.6 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses

1 to discovery in this matter.

2 2.7 Expert: a person with specialized knowledge or experience in a  
3 matter pertinent to the litigation who has been retained by a Party or its  
4 counsel to serve as an expert witness or as a consultant in this Action. This  
5 definition shall include any “third party vendors” who’s expertise in data  
6 extraction from electronic media is used by any party for purposes of  
7 compliance with this Court’s January 25, 2017 Order.

8 2.8 House Counsel: attorneys who are employees of a party to this  
9 Action. House Counsel does not include Outside Counsel of Record or any  
10 other outside counsel.

11 2.9 Non-Party: any natural person, partnership, corporation,  
12 association or other legal entity not named as a Party to this action.

13 2.10 Outside Counsel of Record: attorneys who are not employees of  
14 a party to this Action but are retained to represent or advise a party to this  
15 Action and have appeared in this Action on behalf of that party or are  
16 affiliated with a law firm that has appeared on behalf of that party, and  
17 includes support staff.

18 2.11 Party: any party to this Action, including all of its officers,  
19 directors, employees, consultants, retained experts, and Outside Counsel of  
20 Record (and their support staffs).

21 2.12 Producing Party: a Party or Non-Party that produces Disclosure  
22 or Discovery Material in this Action.

23 2.13 Professional Vendors: persons or entities that provide litigation  
24 support services (e.g., photocopying, videotaping, translating, preparing  
25 exhibits or demonstrations, and organizing, storing, or retrieving data in any  
26 form or medium) and their employees and subcontractors.

27 2.14 Protected Material: any Disclosure or Discovery Material that is  
28 designated as “CONFIDENTIAL.”

1 2.15 Receiving Party: a Party that receives Disclosure or Discovery  
2 Material from a Producing Party.

3 3. SCOPE.

4 The protections conferred by this Stipulation and Order cover not only  
5 Protected Material (as defined above), but also (1) any information copied or  
6 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
7 compilations of Protected Material; and (3) any testimony, conversations, or  
8 presentations by Parties or their Counsel that might reveal Protected  
9 Material.

10 Any use of Protected Material at trial shall be governed by the orders  
11 of the trial judge. This Order does not govern the use of Protected Material  
12 at trial.

13 4. DURATION.

14 Once a case proceeds to trial, information that was designated as  
15 CONFIDENTIAL or maintained pursuant to this protective order used or  
16 introduced as an exhibit at trial becomes public and will be presumptively  
17 available to all members of the public, including the press, unless compelling  
18 reasons supported by specific factual findings to proceed otherwise are  
19 made to the trial judge in advance of the trial. *See Kamakana*, 447 F.3d at  
20 1180-81 (distinguishing “good cause” showing for sealing documents  
21 produced in discovery from “compelling reasons” standard when merits-  
22 related documents are part of court record). Accordingly, the terms of this  
23 protective order do not extend beyond the commencement of the trial.

24 5. DESIGNATING PROTECTED MATERIAL.

25 5.1 Exercise of Restraint and Care in Designating Material for  
26 Protection. Each Party or Non-Party that designates information or items for  
27 protection under this Order must take care to limit any such designation to  
28 specific material that qualifies under the appropriate standards. The

1 Designating Party must designate for protection only those parts of material,  
2 documents, items or oral or written communications that qualify so that other  
3 portions of the material, documents, items or communications for which  
4 protection is not warranted are not swept unjustifiably within the ambit of this  
5 Order.

6 Mass, indiscriminate or routinized designations are prohibited.  
7 Designations that are shown to be clearly unjustified or that have been made  
8 for an improper purpose (e.g., to unnecessarily encumber the case  
9 development process or to impose unnecessary expenses and burdens on  
10 other parties) may expose the Designating Party to sanctions.

11 If it comes to a Designating Party's attention that information or items  
12 that it designated for protection do not qualify for protection, that Designating  
13 Party must promptly notify all other Parties that it is withdrawing the  
14 inapplicable designation.

15 5.2 Manner and Timing of Designations. Except as otherwise provided  
16 in this Order (see, e.g., second paragraph of section 5.2(a) below), or as  
17 otherwise stipulated or ordered, Disclosure or Discovery Material that  
18 qualifies for protection under this Order must be clearly so designated before  
19 the material is disclosed or produced.

20 Designation in conformity with this Order requires:

21 (a) for information in documentary form (e.g., paper or electronic  
22 documents, but excluding transcripts of depositions or other pretrial or trial  
23 proceedings), that the Producing Party affix at a minimum, the legend  
24 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that  
25 contains protected material. If only a portion of the material on a page  
26 qualifies for protection, the Producing Party also must clearly identify the  
27 protected portion(s) (e.g., by making appropriate markings in the margins).

28 A Party or Non-Party that makes original documents available for



1 inspection need not designate them for protection until after the inspecting  
2 Party has indicated which documents it would like copied and produced.  
3 During the inspection and before the designation, all of the material made  
4 available for inspection shall be deemed "CONFIDENTIAL." After the  
5 inspecting Party has identified the documents it wants copied and produced,  
6 the Producing Party must determine which documents, or portions thereof,  
7 qualify for protection under this Order. Then, before producing the specified  
8 documents, the Producing Party must affix the "CONFIDENTIAL legend" to  
9 each page that contains Protected Material. If only a portion of the material  
10 on a page qualifies for protection, the Producing Party also must clearly  
11 identify the protected portion(s) (e.g., by making appropriate markings in the  
12 margins).

13 (b) for testimony given in depositions that the Designating Party  
14 identifies the Disclosure or Discovery Material on the record, before the  
15 close of the deposition all protected testimony.

16 (c) for information produced in some form other than documentary and  
17 for any other tangible items, that the Producing Party affix in a prominent  
18 place on the exterior of the container or containers in which the information  
19 is stored the legend "CONFIDENTIAL." If only a portion or portions of the  
20 information warrants protection, the Producing Party, to the extent  
21 practicable, shall identify the protected portion(s).

22 5.3 Inadvertent Failures to Designate. If timely corrected, an  
23 inadvertent failure to designate qualified information or items does not,  
24 standing alone, waive the Designating Party's right to secure protection  
25 under this Order for such material. Upon timely correction of a designation,  
26 the Receiving Party must make reasonable efforts to assure that the  
27 material is treated in accordance with the provisions of this Order.

28 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS.

1       6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
2 designation of confidentiality at any time that is consistent with the Court's  
3 Scheduling Order.

4       6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
5 resolution process under Local Rule 37.1 et seq.

6       6.3 The burden of persuasion in any such challenge proceeding shall be  
7 on the Designating Party. Frivolous challenges, and those made for an  
8 improper purpose (e.g., to harass or impose unnecessary expenses and  
9 burdens on other parties) may expose the Challenging Party to sanctions.  
10 Unless the Designating Party has waived or withdrawn the confidentiality  
11 designation, all parties shall continue to afford the material in question the  
12 level of protection to which it is entitled under the Producing Party's  
13 designation until the Court rules on the challenge.

14 7. ACCESS TO AND USE OF PROTECTED MATERIAL.

15       7.1 Basic Principles. A Receiving Party may use Protected Material that  
16 is disclosed or produced by another Party or by a Non-Party in connection  
17 with this Action only for prosecuting, defending or attempting to settle this  
18 Action. Such Protected Material may be disclosed only to the categories of  
19 persons and under the conditions described in this Order. When the Action  
20 has been terminated, a Receiving Party must comply with the provisions of  
21 section 13 below (FINAL DISPOSITION).

22       Protected Material must be stored and maintained by a Receiving Party  
23 at a location and in a secure manner that ensures that access is limited to  
24 the persons authorized under this Order.

25       7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
26 otherwise ordered by the court or permitted in writing by the Designating  
27 Party, a Receiving Party may disclose any information or item designated  
28 "CONFIDENTIAL" only to:

1 (a) the Receiving Party's Outside Counsel of Record in this Action, as  
2 well as employees of said Outside Counsel of Record to whom it is  
3 reasonably necessary to disclose the information for this Action;

4 (b) the officers, directors, and employees (including House Counsel) of  
5 the Receiving Party to whom disclosure is reasonably necessary for this  
6 Action;

7 (c) Experts (as defined in this Order) of the Receiving Party to whom  
8 disclosure is reasonably necessary for this Action and who have signed the  
9 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

10 (d) the court and its personnel;

11 (e) court reporters and their staff;

12 (f) professional jury or trial consultants, mock jurors, and  
13 Professional Vendors to whom disclosure is reasonably necessary for this  
14 Action and who have signed the "Acknowledgment and Agreement to Be  
15 Bound" (Exhibit A);

16 (g) the author or recipient of a document containing the information or  
17 a custodian or other person who otherwise possessed or knew the  
18 information;

19 (h) during their depositions, witnesses, and attorneys for witnesses, in  
20 the Action to whom disclosure is reasonably necessary provided: (1) the  
21 deposing party requests that the witness sign the form attached as Exhibit 1  
22 hereto; and (2) they will not be permitted to keep any confidential information  
23 unless they sign the "Acknowledgment and Agreement to Be Bound" (Exhibit  
24 A), unless otherwise agreed by the Designating Party or ordered by the  
25 court. Pages of transcribed deposition testimony or exhibits to depositions  
26 that reveal Protected Material may be separately bound by the court reporter  
27 and may not be disclosed to anyone except as permitted under this  
28 Stipulated Protective Order; and

1 (i) any mediator or settlement officer, and their supporting personnel,  
2 mutually agreed upon by any of the parties engaged in settlement  
3 discussions.

4 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
5 IN OTHER LITIGATION.

6 If a Party is served with a subpoena or a court order issued in other  
7 litigation that compels disclosure of any information or items designated in  
8 this Action as "CONFIDENTIAL," that Party must:

9 (a) promptly notify in writing the Designating Party. Such notification  
10 shall include a copy of the subpoena or court order;

11 (b) promptly notify in writing the party who caused the subpoena or  
12 order to issue in the other litigation that some or all of the material covered  
13 by the subpoena or order is subject to this Protective Order. Such  
14 notification shall include a copy of this Stipulated Protective Order; and

15 (c) cooperate with respect to all reasonable procedures sought to be  
16 pursued by the Designating Party whose Protected Material may be  
17 affected.

18 If the Designating Party timely seeks a protective order, the Party  
19 served with the subpoena or court order shall not produce any information  
20 designated in this action as "CONFIDENTIAL" before a determination by the  
21 court from which the subpoena or order issued, unless the Party has  
22 obtained the Designating Party's permission. The Designating Party shall  
23 bear the burden and expense of seeking protection in that court of its  
24 confidential material and nothing in these provisions should be construed as  
25 authorizing or encouraging a Receiving Party in this Action to disobey a  
26 lawful directive from another court.

27 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE  
28 PRODUCED IN THIS LITIGATION.

1 The terms of this Order are applicable to information produced by a  
2 Non-Party in this Action and designated as "CONFIDENTIAL." Such  
3 information produced by Non-Parties in connection with this litigation is  
4 protected by the remedies and relief provided by this Order. Nothing in  
5 these provisions should be construed as prohibiting a Non-Party from  
6 seeking additional protections.

7 In the event that a Party is required, by a valid discovery request, to  
8 produce a Non-Party's confidential information in its possession, and the  
9 Party is subject to an agreement with the Non-Party not to produce the Non-  
10 Party's confidential information, then the Party shall:

11 (1) promptly notify in writing the Requesting Party and the Non-Party  
12 that some or all of the information requested is subject to a confidentiality  
13 agreement with a Non-Party;

14 (2) promptly provide the Non-Party with a copy of the Stipulated  
15 Protective Order in this Action, the relevant discovery request(s), and a  
16 reasonably specific description of the information requested; and

17 (3) make the information requested available for inspection by the  
18 Non-Party, if requested.

19 If the Non-Party fails to seek a protective order from this court within 14  
20 days of receiving the notice and accompanying information, the Receiving  
21 Party may produce the Non-Party's confidential information responsive to  
22 the discovery request. If the Non-Party timely seeks a protective order, the  
23 Receiving Party shall not produce any information in its possession or  
24 control that is subject to the confidentiality agreement with the Non-Party  
25 before a determination by the court. Absent a court order to the contrary,  
26 the Non-Party shall bear the burden and expense of seeking protection in  
27 this court of its Protected Material.

28 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL.

1 If a Receiving Party learns that, by inadvertence or otherwise, it has  
2 disclosed Protected Material to any person or in any circumstance not  
3 authorized under this Stipulated Protective Order, the Receiving Party must  
4 immediately (a) notify in writing the Designating Party of the unauthorized  
5 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the  
6 Protected Material, (c) inform the person or persons to whom unauthorized  
7 disclosures were made of all the terms of this Order, and (d) request such  
8 person or persons to execute the "Acknowledgment and Agreement to Be  
9 Bound" that is attached hereto as Exhibit A.

10 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
11 PROTECTED MATERIAL.

12 When a Producing Party gives notice to Receiving Parties that certain  
13 inadvertently produced material is subject to a claim of privilege or other  
14 protection, the obligations of the Receiving Parties are those set forth in  
15 Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended  
16 to modify whatever procedure may be established in an e-discovery order  
17 that provides for production without prior privilege review. Pursuant to  
18 Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an  
19 agreement on the effect of disclosure of a communication or information  
20 covered by the attorney-client privilege or work product protection, the  
21 parties may incorporate their agreement in the stipulated protective order  
22 submitted to the court.

23 12. MISCELLANEOUS.

24 12.1 Right to Further Relief. Nothing in this Order abridges the right of  
25 any person to seek its modification by the Court in the future.

26 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
27 Protective Order, no Party waives any right it otherwise would have to object  
28 to disclosing or producing any information or item on any ground not

1 addressed in this Stipulated Protective Order. Similarly, no Party waives  
2 any right to object on any ground to use in evidence of any of the material  
3 covered by this Protective Order.

4 12.3 Filing Protected Material. A Party that seeks to file under seal any  
5 Protected Material must comply with Local Civil Rule 79-5. Protected  
6 Material may only be filed under seal pursuant to a court order authorizing  
7 the sealing of the specific Protected Material at issue. If a Party's request to  
8 file Protected Material under seal is denied by the court, then the Receiving  
9 Party may file the information in the public record unless otherwise  
10 instructed by the court.

11 13. FINAL DISPOSITION.

12 After the final disposition of this Action, as defined in paragraph 4, within  
13 60 days of a written request by the Designating Party, each Receiving Party  
14 must return all Protected Material to the Producing Party or destroy such  
15 material. As used in this subdivision, "all Protected Material" includes all  
16 copies, abstracts, compilations, summaries, and any other format  
17 reproducing or capturing any of the Protected Material. Whether the  
18 Protected Material is returned or destroyed, the Receiving Party must submit  
19 a written certification to the Producing Party (and, if not the same person or  
20 entity, to the Designating Party) by the 60 day deadline that (1) identifies (by  
21 category, where appropriate) all the Protected Material that was returned or  
22 destroyed and (2) affirms that the Receiving Party has not retained any  
23 copies, abstracts, compilations, summaries or any other format reproducing  
24 or capturing any of the Protected Material. Notwithstanding this provision,  
25 Counsel are entitled to retain an archival copy of all pleadings, motion  
26 papers, trial, deposition, and hearing transcripts, legal memoranda,  
27 correspondence, deposition and trial exhibits, expert reports, attorney work  
28 product, and consultant and expert work product, even if such materials



1 contain Protected Material. Any such archival copies that contain or  
2 constitute Protected Material remain subject to this Protective Order as set  
3 forth in Section 4 (DURATION).

4 14. VIOLATION.

5 Any violation of this Order may be punished by appropriate measures  
6 including, without limitation, contempt proceedings and/or monetary  
7 sanctions.

8  
9 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

10  
11 DATED: February 24, 2017

HANSON BRIDGETT LLP

12  
13  
14 By: /s/ Samantha Wolff

KURT A. FRANKLIN

SAMANTHA D. WOLFF

Attorneys for Plaintiffs

CORY SPENCER, DIANA MILENA  
17 REED, and COASTAL PROTECTION  
18 RANGERS, INC.

19  
20 DATED: February \_\_\_, 2017

VEATCH CARLSON, LLC

21  
22  
23 Bv: \_\_\_\_\_

RICHARD DIEFFENBACH

JOHN WORGUL

Attorneys for Defendant  
24 BRANT BLAKEMAN  
25  
26  
27  
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1 DATED: Februarv . 2017 BUCHALTER

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Bv: \_\_\_\_\_  
ROBERT S. COOPER  
Attorneys for Defendant  
BRANT BLAKEMAN

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7 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

8 DATED: \_\_\_\_\_

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HON. ROZELLA A. OLIVER  
United States Magistrate Judge

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**EXHIBIT A**  
**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under penalty of  
perjury that I have read in its entirety and understand the Stipulated  
Protective Order that was issued by the United States District Court for the  
Central District of California on [date] in the case of \_\_\_\_\_ [insert  
formal name of the case and the number and initials assigned to it by the  
court]. I agree to comply with and to be bound by all the terms of this  
Stipulated Protective Order and I understand and acknowledge that failure to  
so comply could expose me to sanctions and punishment in the nature of  
contempt. I solemnly promise that I will not disclose in any manner any  
information or item that is subject to this Stipulated Protective Order to any  
person or entity except in strict compliance with the provisions of this Order.  
I further agree to submit to the jurisdiction of the United States District Court  
for the Central District of California for enforcing the terms of this Stipulated  
Protective Order, even if such enforcement proceedings occur after  
termination of this action. I hereby appoint \_\_\_\_\_  
[print or type full name] of

\_\_\_\_\_ [print or type full address  
and telephone number] as my California agent for service of process in  
connection with this action or any proceedings related to enforcement of this  
Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_